

**EASTERN CANADA SYSTEM OF PAY**

**&**

**(UNRELATED SHELF ITEMS)**

**February 14, 2000**

**Agreement**

**Between**

**Canadian National Railway**

**and**

**The Canadian Council of Railway Operating Unions**

**(Central Region Road)**

## **(PREAMBLE)**

This document includes the principles of a new system of pay as agreed to in the memorandum of agreement dated February 13, 1998 between the Canadian National Railway Company and The Canadian Council of Railway Operating Unions. Further, this document includes unrelated items to the new system of pay as agreed to between the Company and the constituent Union(s) of the CCROU.

The principles of a new system of pay as provided for in the February 13, 1998 memorandum of agreement are as follows;

1. A new system of pay will be implemented in Eastern Canada
2. The new pay system will be cost neutral.
3. As far as practicable employees will be scheduled. It is recognized that a certain degree of flexibility may be required to cover specific operational problems, such as but not necessarily limited to; Major Service Disruptions and Extended Day (where required) etc.
4. The new pay system will, to the extent possible, be administratively maintenance free.
5. The new pay system will be directed towards productivity, performance and accountability.
6. Animosity surrounding present system of pay will be eliminated.
7. Appropriate work rules defining management and employee obligations and responsibilities with respect to the new pay system will be provided.
8. It is recognized that under the present pay system there is a monetary difference between the craft of Locomotive Engineer and Conductor and it is agreed, on completion of the new pay system, that such monetary difference will not be decreased or increased as a result of the new method of pay.
9. The Company and Union agree that a number of issues, not necessarily related to the new system may, if mutually agreed, be considered by the development committee without obligation no either party.

## INTRODUCTION

The Parties signatory hereto agree to establish an atmosphere which will allow for positive workplace change consistent with recognized and agreed to objectives, (referred to as AGREEMENT OF OBJECTIVES).

Such objectives shall not be modified or cancelled and therefore, by design, shall provide workplace stability. It is these objectives which must be adhered to when contemplating and implementing workplace change.

To ensure that these objectives are complied with in the implementation of workplace change the parties agree to establish principles of operation. These principles are designed to provide both employees and management the rules in which to function in the existing workplace environment.

To safeguard the integrity of the agreed to objectives the principles of operation are subject to cancellations, modifications or additions.

Cancellations, modifications or additions to the principles of operation shall only occur by mutual agreement between the proper Officer of the Company and the affected General Chairperson(s) of the constituent Union of the Canadian Council of Railway Operating Unions (CCROU) or their designated representatives.

It is recognized and agreed that the Agreement of Objectives and Principles of Operation are distinct for each constituent Unions of the CCROU (specifically the United Transportation Union and the Brotherhood of Locomotive Engineers) in addition to being craft specific (Road and Yard).

**(For purposes of simplicity the Agreement of Objectives and the Principles of Operation are contained in a single document for each constituent Union and craft.)**

The parties further agree that where in dispute this agreement shall take precedence over any other agreement.

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## **AGREEMENT OF OBJECTIVES**

1. Optimize safety standards
2. Compliance to the operating principles
3. Enhanced on time train performance / customer service
4. Automatic compensation
5. Employment security
6. Reduced / elimination of animosity between Labour and Management
7. Timely resolution of disputes between Labour and Management
8. Employee work schedule / regularity

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**PRINCIPLE 1**

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**RATES OF PAY**

1.1 Locomotive Engineer

Year 1999 rate/mile = \$1.5956  
Year 2000 rate/mile = \$1.6275

1.2 Conductor

Year 1999 rate/mile = \$1.4149  
Year 2000 rate/mile = \$1.4432

1.3 Assistant Conductor - Essential

Year 1999 rate/mile = \$1.3161  
Year 2000 rate/mile = \$1.3424

1.4 Assistant Conductor - Non Essential

Year 1999 rate/mile = \$1.1696  
Year 2000 rate/mile = \$1.1930

Questions and Answers Pertaining to Flat Rates of Pay

- Q1. What are the specific mileage components which, when added to the road miles, establish the workload for the tour of duty?

- A1. Preparatory Time  
 Advanced Time  
 Initial Terminal Time  
 Pick up at the Initial Terminal (PI)  
 Section C (BLE only)  
 Pick up Enroute (PE)  
 Doubling  
 Final Terminal Time  
 Final Terminal Switching (PF)  
 Designated Cut (DC)  
 Housing Locomotives (BLE only) Article 84 (LA) (LH) (LS) (LT)  
 Return Radios (RR)
- Q2. What compensation is not included in the Flat Rate Construction?
- A2. Held away  
 Travel Allowance  
 Training Bonuses  
 Statutory Holidays  
 Annual Vacation  
 OCS claims - stand alone claims  
 Penalty claims  
 Adjustments
- 1.5 Purposely left blank.
- 1.6 The following forms of compensation are expressed and paid as dollars/hour and represent the 1999 rates:
- (a) Held Away
- |  |                 |
|--|-----------------|
| (i) Locomotive Engineer Freight                  | = \$ 18.18/hour |
| (ii) Conductor Freight                           | = \$ 15.90/hour |
| (iii) Assistant Conductor (essential) Freight    | = \$ 14.71/hour |
| (iv) Assistant Conductor (non essential) Freight | = \$ 14.01/hour |
- (b) Adjustments
- |  |                 |
|--|-----------------|
| (i) Locomotive Engineer Freight                  | = \$ 18.18/hour |
| (ii) Conductor Freight                           | = \$ 15.90/hour |
| (iii) Assistant Conductor (essential) Freight    | = \$ 14.71/hour |
| (iv) Assistant Conductor (non essential) Freight | = \$ 14.01/hour |
- (c) Adjustments**
- |   |                         |
|---|-------------------------|
| <b>(i) Locomotive Engineer Freight</b>                  | <b>= \$ 145.40/hour</b> |
| <b>(ii) Conductor Freight</b>                           | <b>= \$127.20/hour</b>  |
| <b>(iii) Assistant Conductor Freight (Essential)</b>    | <b>= \$117.65/hour</b>  |
| <b>(iv) Assistant Conductor Freight (Non-Essential)</b> | <b>= \$112.06/hour</b>  |

(v) <u>Conductor/Foreman – Yard</u>	= <u>\$176.41/hour</u>
(vi) <u>Assistant Conductor/Foreman – Yard</u>	= <u>\$160.74/hour</u>

## 1.7 Mileage Regulations

Maximum personal miles are 3800/4300 (BLE and UTU respectively) per 28 days. Each flat rate value will have a personal miles value which reflects the personal miles charged to the employee. Personal miles will be automatically recorded and employees will have access to their accumulated mileage to date through the CATS system. The following compensations will not be included in an employee's personal miles:

- a) General Holidays
- b) Travel Allowance
- c) Bereavement Leave
- d) Medical Examinations or Tests
- e) Company Business
- f) Rules Training
- g) Annual Vacation
- h) Held Away From Home Terminal
- i) Held Time
- j) Guarantees
- k) Maintenance of Earnings
- l) Furlough Board
- m) Called and Cancelled at Away from Home Terminal (50 miles)
- n) Run around (50 miles)

## PRINCIPLE 2

### **OPERATION OF CREWS (EXTENDED RUN TERRITORY)**

- 2.1 Turns in the pools will be regularly assigned turns and will be used in proper sequence. Failure to call turns in proper sequence or failure to use a pool turn within the designated time block will result in payment of constructive miles for the trip(s) missed.
- 2.2 Employees who make themselves unavailable for their assigned turn will have guarantees reduced by the constructive miles for the trip(s) missed.
- 2.3 Regular assigned turns will be advanced when there is vacancy in a preceding turn as follows:
  - (i) Van promotion
  - (ii) Boosting of the turns within a time pool
  - (iii) Call spare board employees
  - (iv) Under Article 49 of Agreement 4.16 as referred to in this agreement

NOTE: If there are 4 turns in a pool and a vacancy exists in the first turn in that pool, the second turn will be advanced and used in place of the first turn in that pool, the third turn in place of the second turn and the fourth turn in place of the third. All turns may be advanced within a time block, i.e., the fourth turn may be advanced to the first turn providing the second and third turns are vacant.

- 2.4 Crews will be run first in first out at the away from home terminal, however, the Company may, at its option, select a home terminal or away from home terminal crew to man any train eligible for extended runs without penalty. This is provided to ensure, that all turns are worked in their blocks and that layover times are minimized.
- 2.5 Regular assigned time pools will not crew work trains, snow plows or spreaders.
- 2.6 Employees in regular assigned pool service may exchange turns (trade off) twice per calendar month. Each exchange shall count as one exchange for each employee involved. The Local Chairperson or his/her delegate and/or the proper Local Officer of the Company may veto such trade-offs. No trade off will be permitted between employees of different home terminals. This will not result in any additional cost to the Company. Employees will notify crew office within eight (8) hours prior to trade off and no less than two (2) hours to trade off.
- 2.7 All Employees will receive as close as practicable to a two hour call at the away from home terminal, excluding Armstrong where Employees will receive as close as practicable to a 1 hour call.
- 2.8 All employees operating extended runs must have at least 6 hours rest, exclusive of call time, at the away from home terminal, Exceptions: 1) Armstrong is excluded. 2) Employee(s) who have obtained rest en route will not be required to take rest at the away from home terminal provided such employee(s) is not subject to the hours of service regulations within a period of 12 hours.
- 2.9 At Capreol, Hornepayne and Armstrong home and away from home crews may be called to operate via a location beyond the established extended run terminal to a distance not exceeding 25 miles.
- 2.10 Away from home terminal crews arriving, Malport, Bit, Don Yard, Doncaster who require maximum personal rest shall have the right to book 9 hours this due to the distance required to travel to the accommodations. It is understood that the maximum held away time or the established cap, under these circumstances, shall only be increased by 2 hours.
- 2.11 Crews shall not be required to depart their home terminal if it is anticipated by the Company that such crew cannot be off duty at the destination terminal or the home by the time rest is due to commence e.g. 10, 11 or 12th hour.**
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- 2.12 Crews at the initial terminal (other than the home terminal) shall not be required to depart such terminal if it is anticipated by the Company that such crew cannot be off duty at the destination terminal by the time rest is due to commence e.g. 10, 11, or 12<sup>th</sup> hour. The Company may, at the crews option, run such crew to the destination terminal in such cases crews shall not be entitled to Adjustment payments nor shall such crew be entitled to tie-up enroute.**
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#### Questions and Answers Pertaining to Operation of Crews

- Q1. What determines when an employee is called from a given time pool, is it the ordering time of the Train or of the employee?

- A1. The ordering time of the Train.
- Q2. What is meant by "constructive miles"?
- A2. The extended run miles for the longest designed crew run (through freight) to the objective extended run terminal and return (outerswitch to outerswitch).
- Q3. What am I entitled to if I am required to miss a trip(s) as a result of rules, medical attendance, etc.
- A3. Payment as provided by the applicable Collective Agreements.
- Q4. Why were time pools established?
- A4. To provide for regularity, safety and flexibility.
- Q5. Are the turns set up to maximum mileage as provided for in the Collective Agreements?
- A5. Yes.
- Q6. When will an employee be paid constructive miles?
- i) After making a trip on his/her regular assignment and misses his/her regular assignment as a result of late arrival at the home terminal (i.e. his/her turn has gone out or is not utilized)?
- A6i). Yes
- ii) After making a trip on his/her regular assignment and misses a trip as a result of booking personal rest or subject to mandatory rest?
- A6ii). The employee will be paid constructive miles only if a relieving employee was required to report for duty within 10 hours from the time the regularly assigned employee booked rest or was subject to mandatory rest. Employees whose rest expires during the assigned time block will establish his/her turn in the last assigned turn within the block if such turn is vacant.
- Q7. Would an employee be entitled to constructive miles as a result of working other than his/her regular assignment thereby missing his/her regular assignment?
- A7. Under no circumstances would an employee be entitled to constructive miles as a result of working other than his regular assignment except as provided by Article 49 or 66 of Agreement 4.16 and Article 66.1 of Agreement 1.1.

- Q8. Can employees in regular assigned extended run service be called to operate in other than extended run freight service.
- A8. Yes, if no other employees are available and if within their time block, they may be used in other service excluding work trains, snow plows, spreaders and yards.
- Q9. What am I entitled to if I am returned to my home terminal without operating to the extended run away from home terminal?
- A9. Under extended run principals, you would be entitled to constructive miles less actual earnings.
- Q10. Is it permissible to advance turns from one time block to another?
- A10. No.
- Q11. Are there any situations in which I will not be entitled to constructive miles in the event my assigned turn is not utilized, if so, what are they?
- A11. Yes, Statutory Holidays, the Christmas/New Years season, major disruptions or as otherwise referred to in the extended run principles.
- Q12. Can the starting time of a Time Pool be adjusted?
- A12. Yes. The starting time can be adjusted by up to 3 hours. Notice must be given at least 2 hours in advance of the start time of the Time Pool. The movement of time blocks cannot be made on an ad hoc basis. The movement of time blocks of up to 3 hours is intended to be utilized in the event that the service design time of a train, which warranted such time block, changes to the extent that the traffic now operates outside of the time block. Under no circumstances can a time block be changed by more than 3 hours of the original established time or as otherwise provided within. Consultation with the Local Chairperson must be made prior to the changing of a time block.
- Q13. Can a turn be abolished between mileage checks?
- A13. Yes, if traffic does not warrant the established run.
- Q14. Can a turn be established between mileage checks?
- A14. Yes, if traffic warrants the turn.
- Q15. If called in extended run service and my call is altered after reporting for duty what compensation am I entitled to?
- A15. Under the established principles you would be entitled to constructive miles or actual earnings, whichever is greater.

- Q16. At away-from-home terminals where mandatory 6 hours rest does not apply what am I entitled to if I am not called in my proper turn given the company's determination that I do not have enough "green" time?
- A16. If not called in the proper turn and the replacement employees make it to the objective terminal in the time remaining on your "clock" you would be entitled to a run-around. If the replacement employees does not make it to the objective terminal in the time remaining on your "clock" there is no entitlement to a run-around.
- Q17. Is there specific criteria to follow when establishing regular assigned pool turns?
- A17. Yes, i) they must be set at least to miles as provided for in the relevant Collective Agreement, ii) work allocation, as established between terminals or as otherwise provided herein, must not be exceeded, and iii) the minimum layover for each affected terminal must be established.
- Q18. If on the spare board, how much rest can I book after completing a tour of duty in extended run service without affecting general holiday pay?
- A18. 24 hours.
- Q19. How is my relative standing established at the away-from-home terminal?
- A19. By the principle of "first-in, first-out".
- Q20. Can an away-from-home terminal crew be called for short turnaround service?
- A20. Yes, only on their assigned territory and then only if no home terminal employees are available for such service.
- Q21. With respect to regular assigned crews operating in extended run territory, is my eligibility for General Holiday pay affected as a result of not having the required number of qualifying tours of duty as provided for in Article 77 of Agreement 4.16 and Article 76 of Agreement 1.1?
- A21. No, provided the regular assigned employee(s) was available for all his/her regular assigned trips in the preceding 30 days from the date of the General Holiday.
- Q22. Is my eligibility for General Holiday pay affected as a result of being off for miles as provided for in Collective Agreements 4.16 and 1.1?
- A22. No.
- Q23. Is my eligibility for General Holiday pay affected as a result of a trade off as provided for herein?

A23. No.

Q24. Can a regular assigned employee, after being canceled at the home terminal where the payment of constructive miles was applicable, be called again for that particular regular turn?

A24. No. Once canceled the employee will have been deemed to have made his/her regular assigned run.

### **PRINCIPLE 3**

#### **TURNAROUND SERVICE OVER 100 MILES**

3.1 The Company, at its discretion may call a crew to operate in turnaround service which is greater than 100 miles, as provided for in the Collective Agreement.

3.2 The determination of whether in a turnaround service or straight away service must be given to the crew at the time of call otherwise the provisions within the Collective Agreement will apply.

3.3 Can be called in turnaround service in excess of 100 miles only if it is anticipated that such turnaround can be completed within 12 hours.

3.4 If, due to unforeseen circumstance, the turnaround service cannot be completed within 12 hours the crew will, in addition to all other earnings as provided for in the Collective Agreement, be entitled to a penalty payment of 18 1/2 miles per hour, or portion thereof, for all time beyond the 12 hours.

3.5 When called in turnaround service when such service is over 100 miles and the crew if unable to make the home terminal within 12 hours such Crew cannot be tied up between terminals and must be returned to the home terminal.

3.6 When called for turnaround service over 100 miles each employee will be notified of the point for which called and will be compensated to such destination and return to the home terminal.

3.7 If called in turnaround service over 100 miles and the point for which called is not given, the employee will be entitled to the miles to the extended run away from home terminal and return.

3.8 If called in turnaround service over 100 miles and the train is beyond the point for which called, the crew must go beyond such point to operate the train in turnaround service but will, in these circumstances, be entitled to the miles to the extended turn away from home terminal and return.

3.9 This principle will not apply at the away-from-home terminal.

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### **PRINCIPLE 4**

#### **INITIAL TERMINAL DUTIES**

4.1 Payment for preparatory time, advance time (where applicable) and initial terminal time is included in the flat rate value established for the tour of duty for which called. Switching at the

initial terminal is limited to that which is required in connection with their own train, as defined below, unless otherwise specifically provided in the following questions and answers.

Definition of switching in connection with their own train at initial terminal:

- a) Lift - is limited to cars or locomotives which are destined for furtherance beyond the initial terminal on that train.
- b) Double Over - is limited to that necessary to assemble their train for departure account yard tracks being insufficient length to hold the fully assembled train.
- c) Set Off - cars on their train destined for that terminal or connection.

#### Questions and Answers Pertaining to Initial Terminal

Q1. Am I required to lift cars that are not standing first out?

A1. Yes, however the crew is not required to switch cars which were moved incidental to their lift. The block of cars handled incidental to the lift will be either set over or returned to their original track as one block.

Q2. Am I required to set-off a bad order car or cars or lift a bad order car or cars after being repaired?

A2. Yes.

Q3. If a train is made up in more than one track due to insufficient track length, is the double over limited to the surplus cars?

A3. No, provided this does not necessitate the use of an additional track (i.e. the use of three tracks when the train can be made up in two).

Q4. Am I required to do any marshalling at an initial terminal?

A4. Yes, if necessary to make your train properly conform with the marshalling regulations, as a direct result of:

(i) Bad orders cars being lifted and/or set off.

(ii) Designated cuts or setoffs by the incoming crew.

At the initial terminals of Foleyet, Jellicoe and Armstrong, crews may be required to perform switching necessary at that location.

Q5. What is the Adjustment if I am required to perform switching at the initial terminal which is not in connection with my own train or is not specifically provided for in the questions and answers above?

- A5. Employees working crew performing the switching will be compensated the Adjustment rate of pay provided in paragraph 1.6(c) for each hour or portion thereof so occupied. In addition, each employee who would have been called, had an extra yard assignment been called for the time switching commenced, will be entitled to the yard Adjustment payment contained in paragraph 1.6(c).
- Q6. Is a crew who is required to perform switching in connection with their own train at the initial terminal entitled to the 12 1/2 mile payment?
- A6. No. The 12 1/2 mile payment has already been accounted for in "workload".
- Q7. At the away from home terminal where no yard service employees are employed, am I required to do any switching not in connection with my own train?
- A7. No. Away from home terminal crews will not be required to perform switching which is not in connection with their own train if home based employees are located at that terminal.

## **(PRINCIPLE 5)**

### **(ENROUTE DUTIES)**

**5.1 Employees are not required to make more than 3 stops enroute for the purpose of switching.**

**5.2 Switching enroute is limited to present accepted practices. Application of this provision shall not result in the reduction of work opportunities i.e. reductions in road switchers, way freights and yard assignments.**

### **Questions and Answers Pertaining to Enroute Duties**

**Q1. What is the adjustment if I am required to make more than 3 stops enroute?**

**A1. Employees will be compensated the adjustment rate of pay provided in paragraph 1.6 (c) for each additional stop.**

## **PRINCIPLE 6**

### **FINAL TERMINAL DUTIES**

6.1 Payment for inspection time, final terminal time and designated cuts are included in the flat rate value established for the tour for which called.

Upon arrival at the final terminal road crews may be required to:

- (a) Set off 2 blocks of cars into 2 designated tracks.
- (b) Yard their train into a minimum number of tracks, including setting over the surplus cars due to insufficient track length.

6.2 Crews will not be required to make a lift or perform switching upon arrival at their final terminal unless indicated in the following examples:

Example 1: A crew is ordered from MacMillan Yard to Port Huron with a lift of through traffic at Sarnia. The crew makes the lift at Sarnia and goes off duty there instead of proceeding to Port Huron - Adjustment is payable.

Example 2: A crew is ordered from MacMillan Yard to Port Huron. They make a lift of through traffic at Sarnia and proceed to Port Huron - No Adjustment is payable.

6.3 Where the final terminal consists of a series of yards, crews will not be required to make a lift or perform switching at the change off point or the off duty yard unless indicated in the following examples:

Example 1: A crew ordered to Snyder West makes a lift of through traffic at B.I.T. and does not proceed to Snyder West - Adjustment is payable.

Example 2: A crew ordered to Snyder West makes a lift of through traffic at B.I.T. then proceeds to Snyder West to change crews - No Adjustment is payable.

#### Questions and Answers Pertaining to Final Terminal

Q1. What is the Adjustment if I am required to make a lift or perform switching at the final terminal which is not in connection with my own train or is not specifically provided for herein?

A1. Employees performing the switching will be compensated the Adjustment rate of pay provided in paragraph 1.6(c) for each hour or portion thereof so occupied. In addition, each employee who would have been called, had an extra yard assignment been called for the time switching commenced, will be entitled to the yard Adjustment payment contained in paragraph 1.6(c).

Q2. Is the setting off of locomotives considered switching at the final terminal?

A2. No.

#### PRINCIPLE 7

##### REST ENROUTE

**7.1 Every effort will be made to have the crew off duty at the objective terminal or at accommodations, as the case may be prior to the time rest is due to commence.**

**In all instances where employees are on duty beyond the time rest is due to commence, all**

information regarding these incidents will be reviewed on a case by case basis where required by the appropriate General Chairman and appropriate Company Officer.

An Adjustment payment will be made to employees involved provided the delay was not caused by these employees or major service disruption. This payment will be made at the applicable rates specified in Paragraph 1.6 on the following basis:

- (i) For the first 30 minutes on a minute by minute basis pro-rated at 100 miles per hour as specified in Paragraph 1.6(c).
- (ii) Adjustment payments as specified in Paragraph 1.6(c) shall be made for the first additional hour or portion thereof beyond the 30 minutes specified in (i).
- (iii) Adjustment payments will be made at the applicable rate specified in Paragraph 1.6(b) for each hour or portion of an hour beyond such time rest was due to commence beyond time specified in (ii).

#### Determining the Off Duty Location

7.2 In the application of the Rest Enroute Adjustment the following will be used when determining final off duty time:

- (a) At the away from home terminal; if the train the employees are operating reaches the outer switch prior to the time rest booked was due to commence then the off duty time at the terminal will be used.
- (b) At the away from home terminal; if the train the employees are operating reaches the outer switch after the time rest is due to commence then the off duty times will be at the accommodations.
- (c) At the away from home terminal; if the employees are relieved en route then the time accommodations are reached will be used.
- (d) At the home terminal; in all cases the time the employee is off duty will be used.
- (e) When tied up enroute at the employees option or as otherwise provided herein at the time such employees reaches accommodations.

7.3 Employees will not be tied-up en route, except when circumstances do not permit their being transported to either the objective or the home terminal **as a result of a major service disruption**. In these situations where employees must be tied-up between terminals they will not be required to resume duty until eight hours has elapsed including call time.

7.4 Employees who are tied-up en route account circumstances do not permit their being transported to either the objective terminal or the home terminal, **as a result of a major service disruption**, will operate the train to the objective terminal once the tie up period has expired. If the train has proceeded without them such employees will be deadheaded to their home terminal upon expiration of the off duty period.

**7.5 Employees shall have the option to take rest enroute. In such cases employees must advise the RTC 3 hours prior to the time rest is due to commence.**

7.6 Employees who reach the outer switch prior to the time rest was due to commence must yard their train. Employees shall not be required to yard their train beyond the 12<sup>th</sup> hour.

Questions and Answers Pertaining to Rest Enroute

**Q1. Are there any situations where the paragraph 1.6 (c) Adjustment in Principle 7.1 would not be applicable?**

**A1. Yes, when a major service disruption occurs (i.e. Train Wrecks – Snow Blockades – Washouts) on the assigned territory after the crews departs the terminal which prevents transportation to the point where called.**

**Q2. How will employees be compensated when deadheaded to the home terminal after being tied up en route pursuant to Principle 7.1 and 7.5 on account their train having proceeded without them?**

A2. In addition to compensation for the tie up period employees will be paid the flat rate values applicable had the round trip to the away from home terminal been completed.

**Q3. May employees tied up pursuant to Principle 7.1 and 7.5 above resume duty prior to the expiration of the 8 hour tie-up period?**

A3. Yes. Only if their train proceeded without them and they are being returned deadhead to the home terminal.

**Q4. Once the tie-up period referred to in Principle 7.1 and 7.5 above has expired does the crew automatically resume duty?**

A4. No. The emergency condition may still exist. Employees will be called to operate their train once the emergency has passed or to deadhead to the home terminal if their train has proceeded without them.

Q5. Will employees tied up en route pursuant to Principle 7.1 above be compensated during the tie-up period?

A5. Yes, Employees so tied up will be compensated hour per hour at the applicable rate for the first 8 hours of each 24 hours so held.

Q6. Are Articles 24, Agreement 1.1 and Article 22, Agreement 4.16 applicable when employees are tied up pursuant to Principle 7.1 above?

A6. No. These articles are no longer in effect. Employees will only be tied up when directly affected by a recognized emergency situation, or as otherwise provided herein.

**Q7. Can employees, after being tied up pursuant to Principle 7.1 and 7.5 above be used to operate a train other than their own?**

A7. No. If their train has proceeded without them employees will be deadheaded without delay to their home terminal.

Q8. Is the compensation provided in Article 29.9 of Agreement 1.1 and Article 51.8(b) of Agreement 4.16 still applicable when late reaching accommodations?

**A8. No, this has been replaced by the adjustments as provided in paragraph 1.6 (b) and (c).**

## **PRINCIPLE 8**

### **EXTENDED DAY**

8.1 Where the Company requires an extension of duty time, the duty time may be extended from 10 hours to 11 to 12 hours. When the duty time is so extended such crew runs will have the workload adjusted as follows:

- (a) The number of tours of duty required to make maximum miles under the existing duty time provisions will be determined.
- (b) The number so determined will be multiplied by the number of hours by which the duty time is to be increased (that is, by 1 or 2).
- (c) The results obtained in paragraph (b) will be divided by 10 or 11, as the case may be, to give the number of tours of duty by which the workload requirement will be reduced. The flat rate will be adjusted accordingly.

8.2 The duty time can only be changed at the Change of Time and will be in effect until the next Change of Time.

8.3 If an existing extended run were to be returned to a conventional run, the 10 hour duty time would be restored. If an extended duty time were required in such circumstances the workload would be adjusted in accordance with this Principle 8.1.

NOTE: This principle does not apply to extended runs as recognized in the May 5<sup>th</sup> 1995 Memorandum of Agreement.

## **PRINCIPLE 9**

**HELD TIME**

9.1 Employees held at the away from home terminal in excess of the maximum allowable time as provided for in the Collective Agreement will be compensated at the Adjustment rate contained in Paragraph **1.6(c)** for each hour, or portion thereof. The proper Company Officer and the appropriate General Chairman or their delegate, may establish a maximum allowable time other than that stated in the Collective Agreement after which time the crew(s) will be paid the Adjustment outlined in Paragraph **1.6(c)**. The proper Company Officer and the appropriate General Chairman or their delegate, may agree to an additional upper limit (cap) after which the crew(s) will be deadheaded home.

EXCEPTION: It is understood, due to the unavailability of transportation, the maximum held time may be extended beyond the established cap. Employees in this situation would not be required to work after exceeding the established cap and will be deadheaded to the home terminal. Employee(s) will be afforded the opportunity, at their option, to work beyond the established cap in the event no other employee(s) are available for service at the away from home terminal.

**9.2 The Adjustment will not apply when the train or taxi is delayed after the call time when such a delay is the result of an unforeseen circumstance beyond the Company's control, such as a broken rail or taxi having a flat tire on the way to pick the crew.**

Questions and Answers Pertaining to Held Time

- Q1. Are the normal payments for Held Away still applicable?
- A1. Yes, only up to the maximum allowable held away time. Beyond this, the applicable Adjustment contained in paragraph 1.6(c) commences.
- Q2. Are there any circumstances in which the Adjustment does not apply?
- A2. Yes, In case of a major disruption or as otherwise provided in this document.
- Q3. When does the Adjustment cease for a working crew?
- A3. The Adjustment ceases at the time and location the employee is required to report for duty.
- Q4. When/where does the Adjustment cease for a crew deadheading by rail or by bus?
- A4. When deadheading on a freight train the time the train departs is 5 minutes prior to the initial outer switch time for the train. When deadheading on a passenger train or bus the time the train or bus actually departs the station/depot.
- Q5. When does the Adjustment cease for a crew deadheading by taxi?

**A5. Subject to Principle 9.2 above the Adjustment ceases at the ordered time provided the crew was properly called and the taxi is available for an on time departure. In all other cases the Adjustment ceases at the actual time of departure.**

Q6. Does the booking of personal rest at the away from home terminal affect the payment of the Adjustment?

A6. Yes.

- (a) If personal rest in excess of three (3) hours is booked at an away from home terminal where employees are not required to have eight (8) hours off for rest the total amount of rest booked will be added to the maximum held away time, including cap.

Example: If a crew books 6 hours personal rest the maximum allowable held time, including cap, will be extended by 6 hours and the Adjustment would not apply until the new maximum held time is reached.

- (b) If personal rest is booked at away from home terminals where employees must be off duty for eight (8) hours the maximum held away time will be extended by all time booked in excess of six (6) hours (seven hours at locations where a one hour travel time is in effect).

Example: An employee books seven (7) hours personal rest. As a result the maximum allowable held time, including cap, will be extended by one (1) hour and the Adjustment would not apply until the new maximum held time is reached.

- (c) If the crew is on Mandatory Rest and personal rest is booked over such Mandatory Rest then such additional time will be added to the maximum held away time, including cap and the Adjustment will not apply until the new maximum held time is reached.

Example: An employee is under eight (8) hours Mandatory Rest but, in addition, books 8 hours personal rest than 2 hours will be added to the maximum allowable held time, including cap.

- (d) At away from home terminals where crews are required to have eight (8) hours off duty and, in addition, are paid a minimum of one (1) hour travel allowance such crews will be permitted to book seven (7) hours personal rest without extending the maximum held time, including cap.

Example: A crew required to have eight (8) hours off duty and in addition, is paid a minimum of one (1) hour travel allowance, books eight (8) hours personal rest at the away from home terminal. The maximum allowable held time, including cap, is extended by one (1) hour and the Adjustment will not apply until the new maximum held time is reached.

Q7. How is held away time affected if I am called and cancelled at the away from home terminal?

A7. If called and canceled at the away from home terminal, employees will retain their relative standing and the following will apply:

- (a) If entitled to 50 miles all time will be used in the calculation of held time.

Example 1: An employee has been at the away from home terminal for 4 hours, is called and 1 hour later canceled prior to reporting for duty, remains at the away from home terminal an additional 5 hours. - total held time 10 hours.

Example 2: An employees has been at the away from home terminal for 4 hours, is called an 1 hour after reporting for duty, without performing work (turning a wheel) is canceled, remains at the away from home terminal an additional 5 hours - total held time 10 hours.

(b) If entitled to 100 miles all time on duty will not be counted in the calculation of total held away time.

Example: An employee has been at the away from home terminal 4 hours, is called and 1 hour later, after performing work (turning a wheel), is canceled, remains at the away from home terminal and additional 5 hours - total held away time 9 hours.

(c) Should an employee, after being canceled, book rest, such employee's "clock" will start at zero (0).

NOTE: This does not apply in the application of Mandatory Rest.

Q8. If it is known that a particular train is going to be over the maximum allowable held away time, can I be held beyond such time?

A8. The intent is not hold employees beyond the maximum held away time. However, there may be circumstances when it may occur.

## **PRINCIPLE 10**

### **MEDICALS**

10.1 Employees attending a medical examination or medical test related to service with the Company will be afforded the right to book between six (6) and eight (8) hours rest upon completion of such examination or test and will be compensated as follows:

(a) NO LOST TIME - Six (6) hours at the rate of service last performed.

(b) TIME LOST - Employees missing time will be compensated the actual earnings of the employee who worked in their stead. An employee must obtain prior authorization from the proper officer of the Company if required to lose time to attend such medical examination or test.

(c) GENERAL - Employees required to travel away from their home terminal to attend such